



RAINBOW
MUNICIPAL WATER DISTRICT
Committed to Excellence



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RAINBOW ASSOCIATION OF SUPERVISORS
AND CONFIDENTIAL EMPLOYEES
MEMORANDUM OF UNDERSTANDING
JULY 1, 2021 - JUNE 30, 2026



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PREAMBLE

This agreement made and entered into this 22nd day of June to be effective July 1, 2021 and between Rainbow Municipal Water District, hereinafter referred to as the District, and the Rainbow Employee Association, hereinafter referred to as "Association."

RECITALS

WHEREAS, the District has voluntarily endorsed the practices and procedures of collective negotiations as a fair and orderly way of conducting its relations with its employees insofar as such practices and procedures are appropriate to the functions and obligations of the District to retain the right to operate the District effectively in a responsible and efficient manner; and

WHEREAS, it is the intent and purpose of the parties to set forth herein their entire agreement covering rates of pay; wages, hours of employment, and other conditions of employment; to increase the efficiency and productivity of employees in the District; and to provide for prompt and fair settlement of grievances without an interruption of or other interference with the operation of the District;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties do mutually covenant and agree as follows:

Both parties mutually agree that their objective is for the good and welfare of the District and Association members alike. Both parties further agree that in the interest of collective bargaining and harmonious relations they will at all times abide by the terms and conditions as hereafter set forth and agreed upon. The District and Association regard all personnel as public employees who are to be governed by high ideals of honor and integrity in all public and personal conduct so as to merit the trust and confidence of the general public and fellow employees.

ARTICLE 1 RECOGNITION

The District recognizes the Rainbow Association of Supervisors and Confidential Employees as representative of the bargaining unit set forth below, if said Association represents a simple majority of the District's hourly Supervisors and Confidential Employees. The District agrees to meet and confer with said Association on all matters relating to the scope of representation pertaining to the employees of said representation unit, as required by the Meyers Milias Brown Act and other laws.

The recognized bargaining unit shall consist of all full-time hourly Supervisors and Confidential Employees of the District who are affiliated with the Association. Part-time employees, defined as any employee whose regular work schedule averages fewer than 30 hours per week, are not represented by Rainbow Association of Supervisors and Confidential Employees and are not covered by the provisions in this Memorandum of Understanding.



ARTICLE 2 IMPLEMENTATION

It is agreed that this Memorandum of Understanding shall not be effective until the District Board of Directors:

1. Acts, by majority vote, formally to approve and adopt said Memorandum of Understanding;
2. Acts to budget the necessary funds required to implement the provisions of the Memorandum of Understanding which require funding;
3. Agrees to work under provisions of existing Memorandum of Understanding until a successor agreement is reached; and
4. Agreement is signed by the designated District Board of Director and Association representative.

ARTICLE 3 TERM

The term of this Memorandum shall be in effect for five years commencing on July 1, 2021 and shall expire and otherwise be fully terminated at 12:00 midnight on June 30, 2026.

ARTICLE 4 RENEGOTIATION

In the event that Association and the District desires to negotiate the provisions of a successor Memorandum of Understanding, said party shall serve upon the other no later than January 15, 2026 its written request to commence negotiations. Upon receipt of such written notice, meet and confer shall begin no later than February 15, 2026 unless written notice is given by either party and agreed to by the other party prior to February 15, 2026 agreeing to an alternate starting date. Target date for completion of negotiations is June 1, 2026.

ARTICLE 5 NON-DISCRIMINATION

The District and Association mutually agree that there will be no discrimination against any employee in the application of the terms of this agreement by reason of race, sex, age, physical or mental disability, religion, sexual orientation, gender identity, or any other category protected by applicable federal, state or local law. The District and Association agree that the District is permitted to take all actions necessary to comply with all applicable federal, state and local laws and regulations, including but not limited to the Americans with Disabilities Act, and including all new laws and regulations enacted during the term of this agreement, regardless of any provisions of this agreement. The parties recognize and agree fully to protect the rights of all employees covered hereby to join or not join and participate in Association activities.



ARTICLE 6 COMPENSATION

Section 1 Pay Grades

Pay ranges are established in the Rainbow Municipal Water District Non-Exempt Pay Grades. The resulting Pay Grade pay ranges are adopted by separate action of the Board of Directors. Effective on July 1 of each year that this agreement is in effect, the following pay range adjustments will be made:

Non-Exempt Pay Grade ranges shall be increased by an amount equal to the 12-month percentage change in the San Diego-Carlsbad CPI-U most recently published by the Bureau of Labor Statistics, rounded to the nearest tenth, with a minimum adjustment of .5% and no maximum. The following hypothetical example illustrates how the pay range adjustments would be calculated:

- San Diego-Carlsbad CPI-U as of May 2020: 300 (note this is not the actual number)
- San Diego-Carlsbad CPI-U as of May 2021: 304.905
- The 12-month percent change is 1.635%, so the minimum and maximum of each Non-Exempt Pay Grade pay range would increase by 1.6%

Section 2 Cost of Living Allowance

On July 1 of each year, each employee will receive a base pay Cost-of-Living-Adjustment based on the 12-month percentage change in the San Diego-Carlsbad CPI-U most recently published by the Bureau of Labor Statistics, rounded to the nearest tenth, with the following restrictions:

- On July 1 in 2021 and 2022, the maximum COLA will be 1.5%
- On July 1 in 2023, the maximum COLA will be 2%
- On July 1 in 2024, the maximum COLA will be 3%
- On July 1, 2025, the maximum COLA will be 3.5%

Section 3 Merit Awards

All employees shall be eligible for consideration for a merit award after one year of employment and each year after that. Merit awards will be in the form of base pay increases unless the award causes the employee's base pay to exceed the maximum pay range for their Pay Grade. If this occurs, the employee will receive a lump sum for the annual equivalent amount exceeding the maximum of the pay grade. According to CalPERS rules, lump-sum merit awards are not subject to CalPERS contributions.

Merit awards will be calculated by averaging the merit award percentage that corresponds with the score in each Performance Factor of the Annual Performance Review, per the following matrix:



Excellence Achieved	6%
Exceeds Expectations	3.5%
Successful	2%
Approaching Success	0%
Unsuccessful	Disqualified

Employees who receive an Unsuccessful rating in any Performance Factor or are on a Performance Improvement Plan will not be eligible for a merit award. The following examples illustrate how a merit award is calculated:

Example Calculation:

Performance Factors	Excellence Achieved	Exceeds Expectations	Successful	Approaching Success	Unsuccessful	Merit Percentage
Responsibility	X					6%
Integrity		X				3.5%
Innovation				X		0%
Professionalism		X				3.5%
Teamwork			X			2%
OVERALL MERIT AWARD						3.0%

If Employee A's base pay is \$40.00, a 3% merit award would bring their base pay to \$41.20 per hour. If the maximum of their pay grade is \$41.20 per hour or greater, then the entire award will be in the form of a base pay increase. Suppose the maximum of their pay grade is less than \$41.20 per hour. In that case, they will receive a base pay increase up to the maximum of the pay grade and a lump sum award for the annual equivalent of the difference. For example, if the pay grade maximum is \$40.50, then the employee's base pay will increase to \$40.50, and they will receive a lump-sum payment of $\$.70 \times 2080 = \$1,456.00$

Section 4 Late Evaluations

The District intends to deliver employee evaluations and process merit increases in the same pay period in which the evaluation date lands. Employees will be provided time to prepare and remit self-evaluations before their evaluation date. If the evaluation has not been delivered and processed in the pay period in which it is due, and the employee has submitted their self-evaluation at least two weeks before the evaluation due date, then the District will process the merit award as follows:

Employees eligible for base pay increases: The employee will receive a 2% presumptive base pay merit award on the pay period after the review was due, even if the review has not been delivered. When the evaluation is delivered, any difference between the employee's actual merit award and the 2% award will be paid retroactively to the evaluation effective date. Suppose the employee's actual merit award is less than 2%. In that case, their base pay will be corrected to reflect the actual merit award, but they will not be required to repay the difference that had already been paid. For example:

- If Employee A's review date is January 27, and the pay period ends on January 29, the District will make every effort to deliver it and process it for the pay date of February 4. If it has not been processed in time for the February 4 pay date, then Employee A will receive a 2% presumptive merit base pay increase on the following pay cycle, which would be for the pay period ending February 12.
- If Employee A's actual merit award is 2.3%, then they will receive retro pay for the .3% difference.

- If Employee A's actual merit award is 1.2%, and their base pay had been \$23 per hour, a 2% presumptive merit award would have increased their base pay to \$23.46. However, since their actual merit award is only 1.2%, their base pay will be adjusted to \$23.28. However, they will not be required to pay back the difference.

Employees eligible for lump-sum merit awards: If the employee is eligible for a lump sum merit award, then the District will add 1% to the merit award for every pay period it is delayed. For example, if the employee's lump-sum merit award is \$1,750, but it is processed three pay periods after it was due, they will receive an additional 3% of \$1,750, or \$52.50.

Section 5 Promotional Process

Eligibility

Supervisors or Managers may recommend employees for promotion when the employee has demonstrated the knowledge, skills, and abilities required for the promotional classification, has achieved the required certifications, their most recent performance review had a Successful or higher rating in every category, and there was no disciplinary action within the past year.

Promotional Increases

Standard promotional increases are 5% per pay grade. The General Manager may authorize a higher amount in unusual circumstances or if it is necessary to stay within the designated pay grade.

Timing Of Promotions

Promotions may occur at any time and are not required to coincide with the performance review cycle.

With a Review:

Suppose a promotion coincides with the performance review, meaning that it has the same effective date and is communicated to the employee at the same time. In that case, the merit award will be calculated first, and then the promotional rate will be calculated. There will be no change to the review date. See chart below for calculation examples for Employee A.

Mid-Year Promotions:

First Half: If an employee is promoted within the first half of their evaluation period, an early review will not be given, but the employee's annual evaluation date would be adjusted to reflect the promotional date. The subsequent merit award will then be calculated to account for the additional months since the last performance review. If an employee is promoted three months after their review, then when their following review occurs, 15 months will have passed. The employee will then receive 15/12ths of their merit award. See chart below for calculation examples for Employee B.

Second Half: If an employee is promoted within the second half of the evaluation period, they will receive a performance evaluation for the time worked between their previous review date and the date of the promotion. Any merit award will be pro-rated based on the number of months worked before the promotion. For example, a performance evaluation given nine (9) months into the review period would be pro-rated at 9/12ths of the regular annual merit award. See chart for calculation examples for Employee C.



Effective Date/Action	Employee A	Employee B	Employee C
January 15 Annual review- 3% merit	\$30 to \$30.90 / hour	\$30 to \$30.90 / hour	\$30 to \$30.90 / hour
January 15 Promotion- 5% increase	\$32.45 / hour	-	-
April 15 Promotion- 5% increase	-	\$32.45 / hour	-
July 1 COLA – 1.5%	\$32.94 / hour	\$32.94 / hour	\$31.36 / hour
October 15 Pre-promotion review (9/12ths of 3% = 2.25%)	-	-	\$32.14 / hour
October Promotion- 5% increase	-	-	\$33.74 / hour
January 15 Annual review- 3% merit	\$33.93 / hour	-	-
April 15 Annual review-(15/12ths of 3% = 3.75%)	-	\$34.18 / hour	-
July 1 COLA – 1.5%	\$34.44 / hour	\$34.69 / hour	\$34.25 / hour
October 15 Annual review- 3% merit	-	-	\$35.28 / hour

Section 6 Overtime

Rate

Except as otherwise provided in this agreement, any employee covered by this agreement shall be paid at the rate of one and one-half times their regular rate of pay for all hours of work over:

- Nine (9) hours per day Monday through Thursday
- Eight (8) hours per day on Fridays
- Forty (40) hours per workweek.

Employees will be paid at a rate of double their regular rate of pay for all hours of work over:

- Twelve (12) hours per day
- More than eight (8) hours on Sunday if the employee worked consecutively through the previous Monday through Saturday.

Suppose an employee's overtime work period extends beyond a minimum of eight (8) consecutive hours and the work period extends past the start of the next work shift. In that case, the employee will be paid overtime until they are released to go home. Overtime worked on holidays will be paid according to the terms in the section titled "Holidays" in this MOU.

Scheduling

All overtime hours worked must be approved by a Supervisor or Manager. Supervisors and Managers will make every attempt to release employees as soon as practical. Overtime shall be distributed equally as practical among the employees within the divisions of the District, except where emergencies or other existing conditions make equalization impractical or inefficient for the division.



Section 7 Compensatory Time

When any non-exempt employee works overtime, the employee may elect to accrue Compensatory Time Off instead of cash payment for the overtime worked. The amount of Compensatory Time Off will be based on the applicable overtime rate (one and one half or double the regular rate of pay as specified in the Overtime Section).

No employee shall be allowed to accumulate over 50 hours of compensatory time. Any time over 50 hours shall not be eligible for accumulation and shall be included as hours paid in the employee's paycheck for the pay period earned.

Compensatory time shall be granted at such times and in such time blocks as are mutually agreed upon between the employee and their Supervisor or Manager; permission to utilize compensatory time off shall not be unreasonably denied if operating requirements will not be adversely affected.

All unused compensatory time will be paid out on the last pay date in December of each year. Employees will have the option to cash out Compensatory Time Off on the last pay date in June of each year.

Upon separation from the District, employees shall be paid 100% of their accumulated compensatory time balance at their present rate of pay.

Section 8 Call Back

Definition

Call back pay work is defined as the time required of an employee who completes the employee's regular workday and departure from the District and is ordered to report back to duty to perform necessary work. Suppose an employee is called, and the call back situation can be resolved by telephone without the employee returning to the District. In that case, the employee shall record the actual time spent resolving the matter on their timesheet. An employee will be paid for hours worked as specified in the Overtime Section.

Minimum Hours for a Call Back

Employees responding to a call back shall record the actual number of hours worked on the callback. Two (2) hours are the minimum number of hours recorded on their timesheet for the work performed, including travel time to a maximum of hours 30 minutes each way.

Section 9 Standby Duty

When an employee is assigned to Standby Duty, a daily stipend of \$44 for regularly scheduled workdays and \$66 for Fridays, weekends, and District observed holidays would be paid. The stipend pay is the consideration for performing daily Standby Duties of an incidental nature and increment of time ("Incidental time"). Incidental time includes but is not limited to short phone calls, and reading or responding to email or text messages, or filling out required paperwork that takes five (5) minutes or less of the employee's time. Incidental time included in the stipend is not eligible for additional pay unless the cumulative incidental time for the workweek collectively exceeds one hour. However, incidental time which exceeds one hour in a workweek will be compensated.

Holiday Pay

The Operations Manager may assign more than one employee to be on Standby on holiday weekends. Suppose additional employees are assigned to be available for Standby on a holiday weekend. In that case, they will be paid the same daily Standby Stipend for each day they are assigned Standby duty. Employees on Standby Duty who work overtime on a District recognized holiday or Easter Sunday will be paid according to the holiday pay provisions in Article 9, Section 1.

Pay for Time Worked Outside of Regular Hours

Employees will be paid for the actual time worked outside of the employee's regular hours when responding to an alarm or call at the applicable pay rate. Other than the stipend, employees on Standby Duty will not be compensated if the employee does not perform any work.

Water Operations Standby Duty

For employees assigned to Water Operations Standby Duty, the approved time allowed to perform the routine daily Standby Duty tasks after the System Operator's regular working hours associated with monitoring the system and performing daily flow changes will be as follows:

- Up to 1 hour per day on regular workdays, paid at the applicable rate of pay.
- Up to an additional 1 hour per day on Fridays off and weekends at the applicable pay rate.

When the Operator cannot resolve an issue remotely and has to drive in to perform work, they will be compensated for roundtrip travel time to and from the site location to resolve the issue. The Operator will not be compensated for non-business-related travel time at any time.

While on a call-out, if the Operator receives the second call-out, the Operator will be paid for actual time spent traveling to the second call, resolving that call-out, and for the travel time to their residence. Time for the previous call-out will end when the Operator starts responding to the second call-out.

When alarms or calls occur between 11:00 PM and 5:00 AM, the Systems Operator will be paid for a minimum of 30 minutes to respond.

Section 10 Safety Leave

Definition: A minimum amount of non-work hours following a non-scheduled or scheduled work shift. Non-scheduled work is when notification to work is provided with less than 24-hour advance notice. Scheduled work is when notification to work is provided with at least 24-hour advance notice.



Excessive fatigue due to prolonged work periods or insufficient rest between work periods can lead to accidents, injuries, and even death. It is in the best interest of both the District and each employee to prevent excessive fatigue on the job. To this end, this policy will outline how extended work periods will be managed at the District.

Required Time Off

Safety Leave is non-working hours to allow employees adequate rest after working long overtime shifts. Safety Leave is considered hours worked for purposes of PERS reporting.



Eligibility

Safety Leave will be awarded to employees who work extended overtime to ensure that they have an appropriate amount of rest between shifts.

Maximum Shift

The maximum length of time any non-exempt employee may work in any given work period is 18 hours. A work period is defined as a 24-hour interval starting at the employee's usual start time on any given day. If you usually start at 6:30 AM, this period goes until 6:30 AM the following day.

Continuous Shift

After a continuous shift of 18 hours (excluding meal breaks), the employee must have a mandatory rest period equal to the length of the next day's scheduled shift. For example, an employee who starts at 6:30 AM works 18 hours (leaving at 1:00 AM) and is scheduled for 9 hours the following day may report back to work no earlier than 10:00 AM the following day. The employee will be awarded three and one-half hours of Safety Leave to make up the difference between the usual start time and the mandatory earliest report time (6:30 AM to 10:00 AM).

Safety Leave After Call Back

If an employee is called back to work for an overtime event after concluding a regular shift, the minimum rest period after concluding this overtime shift will be based on the following table:

Length of Overtime Shift	Minimum Rest Period
9 or More Hours	Length of Next Day's Scheduled Shift
7-8 Hours	8 Hours
5-7 Hours	7 Hours
3-5 Hours	5 Hours
Less Than 3 Hours	None

Notification of Safety Leave

Suppose the employee is given Safety Leave at or before the beginning of their regular shift. In that case, the person responsible for overseeing the job is responsible for informing the other Supervisor of the employee being granted Safety Leave. Once an employee has been dismissed from the job, they are not personally required to notify their Supervisor that they are on Safety Leave.

The person running the job site is responsible for notifying the Supervisor or Manager when an employee(s) has worked 16 hours in a 24-hour period and need(s) to be relieved for Safety Leave within the next two hours. The Supervisor or Manager is responsible for taking appropriate action to ensure that the employee(s) does/do not exceed 18 hours.

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Reporting Back to Work

The employee may report to work at the adjusted report to work time or can choose to take additional time for rest. Note that in certain circumstances, especially during periods where the employee is needed for urgent work, the Supervisor or Manager may require the employee to return to work after their Safety Leave.

Additional Time Off

Suppose the employee voluntarily chooses to extend their rest period. In that case, the employee may choose to either take no pay or use Paid Time Off (PTO), compensatory time, or Holiday Bank time for this period.

Anticipatory Safety Leave

The Operations Manager has the authority to grant safety leave in anticipation of shift changes for special projects and emergency shift changes with less than 24 hours notice so that employees may rest before reporting to work for night shifts.

Discretionary Rest Period

Any employee reporting to work who appears too fatigued to work safely, regardless of whether they worked overtime or not, is subject to being sent home for rest at their direct Supervisor's discretion. In the interest of the safety of all employees, supervisors have the responsibility to ensure that each employee is not going to pose a hazard to others due to excessive fatigue. Employees sent home for rest can either choose to either take no pay or use Paid Time Off (PTO), compensatory time, or Holiday Bank time for this period.

EOC Activation

In the event of an emergency and activation of the Emergency Operations Center (EOC) is declared by the General Manager, all mandatory maximum work periods and minimum rest periods are subject to the discretion of the General Manager and Department Managers. Work periods and rest periods will be determined on a case-by-case basis as the District's immediate needs require.

Section 11 Out of Class Pay

An employee specifically assigned in writing to perform the duties of a higher-level position for one whole workweek or more shall be compensated an additional 5% of the employee's current rate of pay for each pay grade that the Out-of-Class job is above the pay grade of the employee's regular job classification.

For example, suppose an employee whose regular job classification is in pay grade N4. They are given an Out-of-Class assignment to fill in for a position in pay grade N5. In that case, they will receive 5% Out-of-Class pay. If they fill in for a position that is in pay grade N6, they will receive 10% Out-of-Class pay.

Suppose the Out of Class assignment extends beyond 60 days. The Out of Class employee is filling in for another non-exempt position. In that case, the Out of Class pay shall be the greater of 5% per pay grade difference or the minimum of the pay grade for the job they are working Out of Class.

The Department Manager is responsible for completing the Personnel Action Notice and submitting it to the Human Resources Manager for processing as soon as the Out of Class assignment has been made. The employee and their bargaining unit representatives will be notified in writing at the beginning and end of their Out of Class assignment. After such an assignment, the employee shall be restored to the employee's former classification.



Section 12 Out of Class Certification Bonus

A one-time certification bonus of \$200 will be awarded to an employee for achieving job-related certifications beyond those required for their current job classification, as long as the certification appears in any other job description within the same division, or it has been pre-approved as relevant to the employee's job by their Manager.

Divisions are currently defined as Operations, Engineering, Finance, Administration, Human Resources, and Information Technology. The District reserves the right to modify or move Job Classifications, Departments, and Divisions at the General Manager's discretion. The District will meet and confer with the bargaining units on the impact of these changes if they occur.

Section 13 Bilingual Pay Stipend

A \$25 weekly stipend will be awarded to bilingual employees who work in specific job classifications, subject to the terms below:

- Eligible job classifications are those where the primary job functions require frequent, direct communication with customers or members of the public, in a setting where the use of a translation app is not possible or practical, such as over the phone.
- Bilingual pay is not available for positions that may use bilingual skills on an incidental or occasional basis or where customer contact is less than 10% of work time.
- Employees whose positions do not qualify above but who take Water or Wastewater Standby Duty will be eligible for the Bilingual Stipend on the weeks they are assigned Standby Duty.
- Eligible languages include any language that more than 10% of the population served by the District speaks as their primary language. Currently, Spanish is the only qualifying language.
- Employees must pass a District-selected language assessment to demonstrate proficiency before becoming eligible for the Bilingual Pay Stipend.
- The effective date of the stipend is the first whole work week after the employee passes the assessment.

Section 14 Retirement Notice Bonus

To encourage and reward advance notice of an employee's intent to retire, the District will pay a \$1,000 Retirement Bonus for employees who give more than six months' notice of the intended retirement date in writing. The bonus shall be paid on the employee's last day worked, provided the actual date is within one month of the date given in the Notice of Intent to Retire.

Notices of Intent to Retire may be rescinded within 28 days of submittal. After that point, the District begins to expend considerable time and monetary resources to prepare for the employee's retirement. Therefore, the notice cannot be rescinded after 28 days. If an employee rescinds their Notice of Intent to Retire, they will forfeit their eligibility for the Retirement Notice Bonus in the future.



ARTICLE 7 EMPLOYEE BENEFITS

Section 1 Medical, Dental, and Vision Insurance

The District shall offer affordable group medical, dental, and vision insurance plans to all full-time employees. The District's contribution towards the cost of the insurance premiums will vary based on which health plan and which coverage tier the employee selects.

Due to the possible volatility of the health insurance market, the parties agree that certain circumstances may warrant renegotiating the terms of this Section of this Article before this contract expires. The following circumstances may trigger a renegotiation of this Article:

- If the health plans the District offers become unavailable due to factors outside the District's control, such as unilateral changes imposed by an insurance carrier;
- If premium costs for an offered plan increase by more than 15% in a single year;
- If the parties desire to seek comparable plans with lower premium costs from other insurance carriers.
- If any of these conditions occur, the District will notify the bargaining unit President in writing of the District's intent to renegotiate this Section of this Article no later than August 15 for changes to be effective in the following plan year.

Health Savings Account Deposits

Employees who elect to enroll in either the Anthem or Kaiser Consumer Driven Health Plans will be eligible to enroll in Health Savings Accounts. Health Savings Accounts may be used to pay for out of pocket medical, dental and vision care expenses including copays, prescriptions, and other qualifying expenses per IRS regulations.

On the first banking day of the calendar year, the District will make deposits into the Health Savings Accounts on behalf of the eligible employees. The amount the District will fund depends on the employee's coverage tier, as follows:

Plan Selected	Amount Funded into HSA		
	Employee Only	Employee + 1	Family
Anthem CDHP	Full Deductible (\$1,500)	\$2,800	\$2,800
Kaiser CDHP	Full Deductible (\$1,500)	\$2,800	\$2,800

Employees may elect to contribute additional funds into their Health Savings Accounts through payroll deductions, up to the IRS annual contribution limits.



One-Time Enrollment Incentive HSA Contribution

As an incentive for employees who switch from either the Anthem HMO or Anthem PPO plan into either the Anthem CDHP or Kaiser CDHP plan during the Open Enrollment period for the plan year that begins January 1, 2022, the District will make a one-time additional deposit into the employee's Health Savings as follows:

- Employee-Only coverage: \$1,000
- Employee + 1 or Family Coverage: \$1,200

This provision is only available for the specific plan enrollment changes and plan year above. It will not be offered for any plan changes after that.

Employee Only Coverage

Beginning with the plan year that begins January 1, 2022, the District will pay 100% of the premium costs for employee-only coverage, up to the total cost of the middle plan for employee-only coverage, including District Health Savings Account contributions. Suppose the employee selects one of the two more expensive plans. In that case, the employee will contribute the difference in cost between the middle plan and the higher cost plan through payroll deductions.

Calculation example for employee-only coverage is as follows:

Plan Ranking	Plan Name (example only, ranking could change annually)	Premium cost* *example only	District HSA Contribution	Employee Cost (annually / 24 pay periods)
First plan (least expensive)	Kaiser CDHP	\$7,000	\$1,500	FREE
Second Plan	Kaiser HMO	\$9,000	n/a	FREE
Third Plan (middle plan)	Anthem CDHP	\$9,000	\$1,500	FREE
Fourth Plan	Anthem PPO	\$11,000	n/a	\$500 / year \$20.83 / pay pd
Fifth Plan (most expensive)	Anthem HMO	\$12,000	n/a	\$1,500 / year \$62.50 / pay pd



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Dependent Care Coverage

The District will contribute towards total costs for the Employee + 1 or Family coverage tiers, including premiums and HSA contributions, at varying levels based on the plan selected, according to the chart below.

Plan Ranking	District Contribution to Total Costs	Employee Cost Share
First plan (least expensive)	100%	FREE
Second Plan	85%	15%
Third Plan (middle plan)	85%	15%
Fourth Plan	80%	20%
Fifth Plan (most expensive)	80%	20%

The Plan Rankings will be determined independently for each coverage tier, and the rankings for Employee + 1 and Family coverage may or may not be the same and may change from year to year.

The following example illustrates how the cost share for dependent care coverage will be calculated:

Plan Ranking & District/EE Cost Share	Plan Name* (example only, ranking could change annually)	Coverage Tier	Annual Premium Cost* (example only)	District HSA Contribution	District Cost Share	Employee Cost Share
First plan (100%/0%)	Kaiser CDHP	Employee + 1	\$12,000	\$2,800	\$14,800	\$0
Second Plan (85%/15%)	Kaiser HMO	Employee + 1	\$16,500		\$14,025	\$2,475
Third Plan (85%/15%)	Anthem CDHP	Employee + 1	\$17,000	\$2,800	\$16,830	\$2,970
Fourth Plan (80%/20%)	Anthem HMO	Employee + 1	\$21,000		\$16,800	\$4,200
Fifth Plan (80%/20%)	Anthem PPO	Employee + 1	\$22,000		\$17,600	\$4,400
First plan (100%/0%)	Kaiser CDHP	Family	\$17,000	\$2,800	\$19,800	\$0
Second Plan (85%/15%)	Kaiser HMO	Family	\$22,500		\$19,125	\$3,375
Third Plan (85%/15%)	Anthem CDHP	Family	\$23,000	\$2,800	\$21,930	\$3,870
Fourth Plan (80%/20%)	Anthem PPO	Family	\$28,500		\$22,800	\$5,700
Fifth Plan (80%/20%)	Anthem HMO	Family	\$29,500		\$23,600	\$5,900

Dental and Vision Insurance

The District will cover 100% of the premium for employees and dependents



Section 2 Retirement Health Care Contribution

Employees hired after July 1, 2012, will not be eligible for Retirement Health Care Contributions.

Employees hired before July 1, 2012, will be eligible for Retirement Medical Contributions if they elect not to participate in the District's 401(a) retirement savings plan.

For eligible employees, upon retirement at age 50 or older and with a minimum of ten (10) years of continuous service with the District, the District agrees to a Retirement Health Care Contribution of up to \$363.00 per month towards the retired employee's or up to \$726.00 per month for the retired employee and retired spouse's actual insurance premium costs, until each become eligible for full Medicare coverage. Suppose either the retired employee or retired spouse becomes eligible for Medicare. In that case, the contribution will be reduced to \$363.00 per month until both the retiree and retired spouse become eligible for Medicare. The assistance period for either the retired employee or the retired spouse will be for a maximum of ten (10) years.

There will be two methods of receiving the Retirement Health Care Contribution:

Reimbursement

Retirees and their retired spouses may purchase health care coverage outside of the District's group health plans. The District will reimburse them for the actual cost of health and dental insurance premiums, up to the established limits above. Retirees must submit receipts or other proof of payment to the Finance Department to receive this reimbursement.

Continuance on District Plans with Retiree Cost-Sharing

Retirees eligible for the Retirement Health Care Contribution will have the option to remain on the District's group insurance plans offered through ACWA-JPIA and have the Retirement Health Care Contribution amount applied towards the monthly premium costs, as long as the following conditions are met:

- The retiree will be responsible for paying the difference between the actual premium costs and the District's Retirement Health Care Contribution by the first day of each month. A 2% administration fee will be charged for all late payments. Failure to pay the retiree's share of the premiums within 30 days after the due date will result in the cancellation of coverage. Retirees and spouses whose coverage is canceled for non-payment will not be eligible for reinstatement in the group plan.
- Employees who wish to continue on District Plans in retirement must notify the District before the date of retirement and will transfer directly from active status to retired status on the group plan with no lapse in coverage.
- Employees must enroll in the plan they wish to retire into during the Open Enrollment period before retirement. After this point, the only allowable changes are as follows:
 - A retiree may disenroll at any time but may not reenroll at a later date.
 - A retiree may delete a dependent at any time but may not reenroll the dependent later.
 - Suppose a retiree on an HMO plan relocates to a non-HMO service area. In that case, they will be allowed to enroll in a PPO or CDHP plan. If the retiree moves back into the HMO service area, the retiree may reenroll in the HMO.
 - The retiree may change from a plan with higher monthly premiums to a plan with lower premiums at any time. However, this election is irrevocable, and they may not switch back.
- Unmarried retirees may only remain on the group plan until they reach Medicare eligibility age.



- For married retirees, the spouse who reaches Medicare eligibility age first must enroll in Medicare A & B for the spouse who is not yet eligible for Medicare to remain on the group plan. Once both the retiree and spouse have reached Medicare eligibility age, they are no longer eligible to remain on the group plan.
- If a retiree reaches Medicare eligibility age before their spouse and fails to enroll in Medicare A & B, both the retiree and their spouse will become ineligible to continue on the group plan. The spouse will then be eligible to enroll in COBRA and may access any remaining Retirement Medical Contribution for which they are eligible through the reimbursement option.
- Suppose the retiree becomes deceased while enrolled in Retiree Coverage. In that case, the surviving spouse will lose eligibility for retiree coverage on the group plan but will become eligible to enroll in COBRA. A surviving spouse may access any remaining Retirement Medical Contribution for which they are eligible through the reimbursement option.
- Since coverage on the District's plans must be continuous, past retirees cannot reenroll in the District's plans. COBRA coverage does not count as continuous coverage.
- If the District's Retirement Health Care Contribution amounts above fail to meet the minimum contribution amounts required by ACWA-JPIA (currently 25% of the least cost retiree-only plan for which the retiree is eligible), then the option to continue on District plans will discontinue. Retirees will need to access this benefit through the reimbursement method.

Section 3 Deferred Compensation Programs

401(a) Plan

The District agrees to establish a 401(a)-retirement savings account to assist employees in saving for retirement medical or other retirement expenses. The District will fund the 401(a) accounts as follows:

Employees hired before July 1, 2012, may elect to participate in the 401(a)-matching program instead of the Retirement Health Care Contribution program. No employee may participate in both programs. The District will match employee contributions to the 401(a) account per the following terms:

0 – 5 years of service:	\$50 per pay period
5-10 years of service:	\$75 per pay period
10-20 years of service:	\$100 per pay period
Over 20 years of service:	\$125 per pay period

Employee contributions to the 401(a) account will be on a post-tax basis. The employee may contribute additional funds subject to IRS annual limits. The District's matching funds will be tax-deferred. The District's initial deposit and matching funds will be tax-deferred and will become vested per the following vesting schedule:

1 year of service =	20% vested
2 years of service =	40% vested
3 years of service =	60% vested
4 years of service =	80% vested
5 years of service =	100% vested



If an employee leaves the District's employment before the District's contributions to the 401(a) account have become 100% vested, then the unvested funds will be forfeited and returned to the District. Employee contributions to the 401(a) account will be on a post-tax basis. The employee may contribute additional funds subject to IRS annual limits.

457(b) Plan

The District will provide a dollar-for-dollar match of up to \$100.00 per pay period per employee into a 457(b)-retirement savings account. The employee may contribute additional unmatched funds through payroll deductions, subject to IRS rules.

Section 4 Life And Disability Insurance

The District shall pay for employees' life, short and long-term disability insurance.

Section 5 Public Employees' Retirement System

The District participates in the California Public Retirement System (CalPERS). All employees hired at the District before January 1, 2013, are under the CalPERS miscellaneous formula of 2.5% @ 55. The final compensation is the highest average pay rate and special compensation during any consecutive one-year period. The employees contribute 8% of their annual salary.

A full-time new employee hired on or after January 1, 2013, will be subject to the Public Employees Pension Reform Act (PEPRA). A new employee who is also a "New Member" to CalPERS will participate under the mandatory miscellaneous formula of 2% @ 62. The final compensation is the highest average pay rate and special compensation during any consecutive three-year period. The employee contributes 50% of the normal cost established by CalPERS as outlined in the Public Employees' Pension Reform Act of 2013 (PEPRA).

Under the PEPRA, a "New Member" is defined as:

- An individual hired on or after January 1, 2013 and has no prior membership in any California public retirement system.
- An individual whom a different CalPERS employer rehires on or after January 1, 2013, after a break in service greater than six (6) months.
- An individual who is brought into CalPERS membership for the first time on or after January 1, 2013 and is not eligible for reciprocity with another California public retirement system.

Suppose a former CalPERS eligible employee of the District has a break in service of more than six (6) months but returns to service with the same District. In that case, the former employee will not be considered a new member under PEPRA.



Section 6 Education Assistance Program

The District will reimburse employees for qualified educational costs for their own education, including tuition, books, fees, and student loan repayments. This reimbursement will be tax-free under the provisions of Section 127 of the Internal Revenue Code.

For employees who have worked 0-3 years, the District will reimburse up to \$2,500.00 per calendar year for qualified educational expenses.

For employees with three or more years of service at the District, the District will reimburse employees up to \$5,250.00 per calendar year for qualified educational expenses.

To determine eligibility, the following requirements must be met:

- Courses taken during employment must be pre-approved courses of study leading to attaining a degree or accreditation or providing the course of study is pertinent to the employee's position at the District.
- Courses must be completed with a "C" grade or higher. A "pass" will be accepted for classes where a pass/fail grading system is used.
- The class's end date will be the date used to calculate the employee's length of service and in which calendar year the reimbursement will be applied.
- Employees are required to submit applications to their immediate Supervisor or Manager and get approval before starting courses for which educational assistance is requested.
- Requests for reimbursement must be submitted within 30 days after completion of the course. Suppose an employee leaves District employment before completion of the approved course. In that case, the District will not reimburse the employee for the course.
- No assistance will be made if the employee utilizes other reimbursement sources (i.e., GI Bill) to pay for the course or portions of the course.
- For student loan reimbursements, qualified education loans must have been for the employee's own education. The loan must have been used to obtain a Certification or Degree relevant to the employee's job with the District. Proof of completion of the Degree and student loan payments will be required to obtain reimbursement. The student loan reimbursement shall remain in place as long as it is permitted under Internal Revenue Code Section 127.



ARTICLE 8 PAID TIME OFF

Section 1 Accrual Rate

Paid time Off shall be granted to each employee and shall be accrued as follows:

Length of Service	Accrual Rate Per Pay Period	Annual Accrual Equivalent	Maximum Accrual
Up to 4 years	7.69 hours	200 hours	400 hours
4 – up to 9 years	9.23 hours	240 hours	480 hours
9 years and above	10.77 hours	280 hours	560 hours

Employees may accumulate Paid Time Off up to a maximum of two times the employee's annual entitlement. Upon reaching the maximum accrual, PTO hours will no longer accrue until they use PTO hours to bring their balance under the maximum.

Suppose the District has previously approved a PTO request. Through no fault of the employee, the leave request is cancelled by the District, and an employee reaches the maximum accrual. In that case, the District will compensate the employee for additional hours accumulated beyond the maximum accrual until the requested leave can be granted.

All new employees will accrue PTO beginning the first day of employment; however, these hours will not be eligible for use until after completing 90 days of full-time employment. General Manager shall have the discretion to grant earlier use of accrued PTO for a medical emergency, bereavement, or other emergencies on a case-by-case basis.

Upon separation from the District, 100% of the employee's accumulated paid time off will be paid at their present pay rate.

Section 2 Paid Time Off Buy Back

Employees may cash out accrued paid time off (PTO) of a minimum of 40 hours once per year with the following stipulations:

- An IRREVOCABLE request must be completed and submitted during December for cashing out PTO on the last pay period of the following January of the following calendar year.
- The irrevocable request may not exceed 280 hours.
- The employee must have taken at least 80 hours cumulative Paid Time Off (PTO) between December 1 of the previous year and November 30 of the current year.
- Employees must maintain a minimum balance of 80 hours of accrued PTO.
- A request to cash out accrued PTO due to reasons of hardship may be made at any time. The General Manager must approve the hardship request and is subject to the unforeseeable emergency definitions of the Internal Revenue Code. (Title 26, section 1.409a-3).

Suppose the IRS changes its regulations pertaining to this policy. In that case, the District will meet and confer with the bargaining unit to determine how to manage the impact of the regulatory changes.



ARTICLE 9 OTHER LEAVES

Section 1 Holidays

The District will provide twelve paid holidays per year. Compensation for paid holidays will be for the entire length of the regular scheduled shift. Whenever a designated holiday falls on a Sunday, the holiday will be observed on the following Monday. Whenever a designated holiday falls on a Saturday, the holiday will be observed on the preceding Friday. All paid holidays for each year of this contract are as follows:

Holidays (Observed)	2021	2022	2023
New Year's Day		Friday, December 31, 2021	Monday, January 2, 2023
Martin Luther King Jr Day		Monday, January 17, 2022	Monday, January 16, 2023
President's Day		Monday, February 21, 2022	Monday, February 20, 2023
Memorial Day		Monday, May 30, 2022	Monday, May 29, 2023
Independence Day	Sunday, July 4, 2021	Monday, July 4, 2022	Tuesday, July 4, 2023
Labor Day	Monday, September 6, 2021	Monday, September 5, 2022	Monday, September 4, 2023
Veterans Day	Thursday, November 11, 2021	Friday, November 11, 2022	Friday, November 10, 2023
Thanksgiving Day	Thursday, November 25, 2021	Thursday, November 24, 2022	Thursday, November 23, 2023
Day After Thanksgiving	Friday, November 26, 2021	Friday, November 25, 2022	Friday, November 24, 2023
Christmas Eve	Thursday, December 23, 2021	Friday, December 23, 2022	Monday, December 25, 2023
Christmas Day	Friday, December 24, 2021	Monday, December 26, 2022	Tuesday, December 26, 2023
New Year's Eve	Thursday, December 30, 2021	Friday, December 30, 2022	Monday, January 1, 2024

Holidays (Observed)	2024	2025	2026
New Year's Day	Tuesday, January 2, 2024	Wednesday, January 1, 2025	Thursday, January 1, 2026
Martin Luther King Jr Day	Monday, January 15, 2024	Monday, January 20, 2025	Monday, January 19, 2026
President's Day	Monday, February 19, 2024	Monday, February 17, 2025	Monday, February 16, 2026
Memorial Day	Monday, May 27, 2024	Monday, May 26, 2025	Monday, May 25, 2026
Independence Day	Wednesday, July 3, 2024	Friday, July 4, 2025	
Labor Day	Monday, September 2, 2024	Monday, September 1, 2025	
Veterans Day	Monday, November 11, 2024	Tuesday, November 11, 2025	
Thanksgiving Day	Thursday, November 28, 2024	Thursday, November 27, 2025	
Day After Thanksgiving	Friday, November 29, 2024	Friday, November 28, 2025	
Christmas Eve	Tuesday, December 24, 2024	Wednesday, December 24, 2025	
Christmas Day	Wednesday, December 25, 2024	Thursday, December 25, 2025	
New Year's Eve	Tuesday, December 31, 2024	Wednesday, December 31, 2025	

Holiday Bank

Holiday bank is granted to employees as a means to ensure all full-time employees receive the same number of holiday pay hours annually, as follows:

- Employees who work a 9/80 schedule will receive 8 hours of Holiday Bank for the holidays that fall on their regularly scheduled Fridays off. Holidays that fall on an A shift Friday off are highlighted in purple above. Holidays that fall on a B shift Friday off are highlighted in green above.
- Employees who work a 10/80 schedule will receive 1 hour of Holiday Bank for holidays, where other employees receive 9 hours of holiday pay, and they only receive 8 hours per their regularly scheduled shift.

Holiday Bank hours will be issued at the beginning of the fiscal year (July 1) to be available for use before the end of the fiscal year (June 30). Any Holiday Bank hours not used by the end of the fiscal year will be forfeited. Holiday Bank hours will not be cashed out at termination of employment.

Holiday Overtime

Suppose an employee works overtime on a holiday. In that case, double time will be paid on the holiday's actual date, and one- and one-half times the regular rate of pay will be paid on the date the holiday is observed. Overtime worked on Easter Sunday will be paid at double time.

Section 2 Civic Duty Pay

RMWD recognizes and supports its employees' participation in civic activities such as jury duty, appearing in court as a witness, and serving as a reservist in the United States military.

When an employee is under orders to report for jury duty, act as a witness, or for military reservist training, the District will pay for up to ten working days of Civic Duty Pay per calendar year except as otherwise required by law. Compensation will be at the employee's regular wage rate, less any fees received from the court or compensation from the military for their service during those two weeks. In no event shall double pay to the employee result from civic duty. Civic duty service falling on a District holiday or employee's regularly scheduled day off is not payable as Civic Duty Pay. The District will not compensate the employee for mileage or meal expenses unless the employee testifies on a District-related matter.

Suppose an employee is serving as a juror for an extended period and has exhausted Civic Duty Pay. In that case, the employee will be required to use other forms of paid leave, such as PTO, Compensatory Time, or Holiday Bank. However, if the employee has already used 40 hours of PTO time for the jury service and continuing to use PTO would cause the employee's PTO balance to fall below 80 hours, the District will resume paying Civic Duty Pay. Each employee will be eligible for this extended Civic Duty Pay no more than one time for the term of this agreement.

The employee must present the notification to appear for Jury Duty or military duty to their Supervisor as soon as it is received. Suppose a deferment is deemed necessary after consulting with the employee's Supervisor. In that case, the employee should then request a letter be sent to the Jury Commissioner stating the reason(s) for deferment.

During Civic Duty Leave, employees are expected to report either to their assigned work at the District or to the court or military during working hours. It is the responsibility of the employees on Civic Duty Leave to advise their immediate supervisors of their jury duty schedule, which includes starting and ending daily.

Employees are not eligible for Civic Duty Leave when the employee is a party to the litigation or an expert witness. Employees should see Human Resources if they have questions about the Civic Duty Leave policy.



Section 3 Flex Hours

The purpose of flex hours is to allow employees flexibility in managing their work-life balance by offering the employees the opportunity to temporarily change their work schedule with prior approval to take care of personal business without requiring paid time off, compensatory or holiday bank time.

Suppose an employee needs to be away from the District for a portion of a regular work day not to exceed 3 hours, and they wish to make up the time in the same work week. In that case, they must coordinate with their immediate Supervisor or Manager to make arrangements for the use of flex hours at an approved time during the same workweek. Use of flex hours will be approved or denied based on operational needs. Any make-up flex hours above the regular work shift will be paid at straight time.

Section 4 Workers' Comp Follow-Up Medical Visits

Any employee who requires medical care for a job-related injury or illness shall receive regular pay while obtaining medical care when the injury or illness is first reported.

However, any follow-up and/or additional treatment appointments should be scheduled around the employee's regular work schedule whenever possible. Employees will be required to use PTO or any other leave time on accrual. If no leave time is available, the time from work will be unpaid.

ARTICLE 10 UNIFORMS

Section 1 Uniforms - All Personnel

Employees may choose between one purchased jacket, one hoodie sweatshirt, or one cardigan sweater every other year. No laundry services will be provided for purchased logo attire.

New hires will be provided with their District logo attire within the first 30 days, then on the same replacement schedule as other employees. Employees attending outside events such as conferences or training are expected to wear business attire or the District logo shirt with a collar.

To prevent impersonation of District personnel, logo apparel should never be thrown away at home or donated. All logo apparel shall be returned to the District when damaged or worn out or upon separation of employment. When purchased logo attire becomes damaged or worn out before the next purchase is due, it may be turned in to purchasing for a new replacement with the employee's Manager's approval.

Section 2 Uniforms – Field Personnel

The District shall provide up to eleven (11) uniform (shirt and pants) changes biweekly to employees who must wear uniforms and where customer recognition as a District employee is required in the field.

The District shall reserve the right to select the style and color of the work clothing.

It will provide laundry service for rented uniforms.

In addition to the uniforms, the District will provide two logo t-shirts to all field personnel and one short-sleeved polo shirt. Employees wishing to substitute additional t-shirts or polo shirts in place of uniform shirts may do so.

When t-shirts or other logo apparel becomes worn out, faded, or damaged, employees may return them to the Purchasing Department to receive replacements.



Section 3 Uniforms – Office Personnel

The District will provide two (2) logo shirts to all office employees. Employees may select from approved polo and long-sleeved dress shirt styles. Employees who work in Customer Service or whose job requires more frequent customer contact may be issued additional polo shirts or dress shirts with General Manager's approval.

Section 4 Safety Footwear

Employees whose jobs may require exposure to working in the field requiring ANSI-approved safety footwear are eligible for reimbursement not to exceed \$200.00 per fiscal year. The safety footwear allowance covers footwear that meets the approved ANSI standards for the steel/composite toe protection and may also include comfort inserts. Suppose an eligible employee needs replacement safety footwear before the fiscal year ends, due to heavy wear and tear, with approval from the Human Resources Manager or designee. In that case, they can be reimbursed for the replacement to ensure they are protected. Employees must submit a receipt of purchase and proof of ANSI compliance to be eligible for reimbursement.

ARTICLE 11 NEW EMPLOYEE BARGAINING UNIT ORIENTATION

Section 1 Advance Notice of New Employees' Start Dates

The District will provide advanced notification to the bargaining unit of each new employee's scheduled start date as follows:

- 10 days in advance whenever possible, OR
- As soon as new employee's start date is known (if it is not possible to provide notice 10 days in advance).

Section 2 Access to New Employees during New Hire Orientation

The District will provide up to one (1) hour in each new employee's Orientation schedule for a representative of the bargaining unit to meet with the new employee. The intent of these meetings is to introduce the new employee to the bargaining representative, review the appropriate MOU, and answer any questions the employee may have regarding the bargaining unit or the collective bargaining process.

The District will create a portal on the online Onboarding system for each bargaining unit. A designated representative from each bargaining unit will be granted Administrator access to add, update, edit, and delete content from that bargaining unit's portal as an ongoing communication tool with its new and existing members.

Section 3 Access to Employee Contact Information

- The District will provide the designated representative of each bargaining unit with a list of all current employees in the bargaining unit and their contact information including: Full Name, Position, Department, and District email address.
- The District will provide the appropriate bargaining unit with the contact information described above for each new employee within five (5) business days of new employee's start date or transfer into the bargaining unit.
- The District will notify the appropriate bargaining unit of each separation of employment or transfer out of the bargaining unit within five (5) business days of said change so that the bargaining unit can remove the employee from their contact list.

- Due to privacy concerns, the Bargaining Unit expressly waives its right to receive employee's personal contact information including home phone numbers, personal cell phone numbers, and personal email addresses.
- Due to privacy concerns, the Bargaining Units expressly waives its right to receive a list of all employees' contact information every 120 days, instead agreeing to the above provisions.

ARTICLE 12 ME-TOO CLAUSE

Suppose the District commences negotiations for a successor MOU with any other bargaining unit before the Rainbow Employee are due to commence negotiations. In that case, RASCE may send one representative and one alternate to participate in joint negotiations, limited to the topics of Cost-of-Living Adjustments and health insurance cost-sharing terms. Upon agreement between the District and RASCE, Article 6, Section 1.2 COLAs and Article 7 Section 1 Medical and Dental Insurance may be modified by Addendum before the expiration of the term of this agreement, as long as it is no less than what is contained herein.



ARTICLE 13 GRIEVANCE PROCEDURE

Association and the District wish to work together to make every reasonable effort to resolve grievances, as defined in this grievance procedure, as near as possible to the point of origin.

Section 1 Definitions

Grievance. A grievance is an alleged violation, misinterpretation, or misapplication of a specific provision of the Memorandum of Understanding ("MOU") or any other District policy which affects the employee's wages, hours, or other terms and conditions of employment. However, grievable matters specifically do not include disciplinary matters which are governed by other written procedures.

Grievant. A grievant is any employee of the bargaining unit or the bargaining unit who alleges they are personally adversely affected by an alleged violation, misinterpretation, or misapplication of a specific provision of the MOU or any other District policy which affects the employee's wages, hours, or other terms and conditions of employment. However, grievable matters specifically do not include disciplinary matters which are governed by other written procedures.

Business Day. A business day is any day on which the District is open for business.

Immediate Supervisor. The immediate Supervisor is the lowest level administrator who has been designated to adjust grievances and has immediate jurisdiction over the grievant. Any questions about who constitutes the grievant's immediate Supervisor should be addressed to the Human Resources Manager.

Section 2 Informal Process

A grievant shall orally notify his/her immediate Supervisor or the Human Resources Manager, as defined in Article 13, Section 1 of this policy, that they have a grievance and of the general nature of the grievance, within seven (7) business days of the event resulting in the grievance.

Within seven (7) business days of the oral notification, the person notified shall meet with the grievant and orally discuss the grievance in detail. It is the intent of this Informal Resolution process that at least one personal conference where the grievance is orally discussed in detail be held between the grievant and the person notified. Failure to do so will render the grievance null and void, and the grievant will not be entitled to proceed to the next level of the grievance procedure.

Within seven (7) business days of the conclusion of the Informal Process, the party notified shall prepare a memorandum documenting the results of the Informal Process. They shall send the memorandum to both the grievant and the Human Resources Manager.

Section 3 Steps of the Formal Process

Suppose the grievance is not settled to the grievant's satisfaction during the Informal Process and the grievant wishes to pursue the grievance. In that case, the grievant shall present their grievance in writing according to the steps and timelines specified below. The grievance shall be typed or legibly hand-written and include the following information:



- A statement of the specific provision of the applicable MOU or other written District policy which affects the employee's wage, hours, or other terms and conditions of employment that was allegedly violated, misinterpreted, or misapplied;
- A complete statement of the facts and events involved in the matter, including the date or dates on which the violation, misinterpretation, or misapplication allegedly occurred;
- The documents, witnesses, or other evidence that support the grievance;
- An explanation of how the employee is/was adversely affected by a specific act or omission which gave rise to the alleged violation, misinterpretation, or misapplication;
- A statement of the corrective action requested and the reason the corrective action is appropriate;
- The grievant's signature and the date the grievance was submitted; and
- The date the informal grievance was initially presented and to whom it was presented under the Informal Process.

No grievance will be accepted for processing unless the grievant provides all of the information listed above.

Step 1: Department Manager or Human Resources Manager

The grievant must present the written grievance to the Department Manager or the Human Resources Manager within seven (7) business days after the date the memorandum documenting the results of the Informal Process is provided to the grievant.

Within seven (7) business days after the grievant presents their written grievance, the Department Manager or Human Resources Manager may, at their discretion, schedule a meeting with the grievant for the parties to work at resolving the grievance.

The Department Manager will provide a written response to the grievant within seven (7) business days after receipt of the written grievance or within seven (7) business days after any scheduled meeting or meetings that is/are held, whichever occurs later.

Step 2: Appeal to the General Manager

Suppose the grievance is not settled to the grievant's satisfaction at Step 1, and the grievant wishes to pursue the grievance. In that case, the grievant must present the written grievance to the General Manager within seven (7) business days after the date of the written response to the grievant at Step 1.

Within seven (7) business days after the grievant presents their written grievance, the General Manager may, at their discretion, schedule a meeting with the grievant to discuss the matter. After considering the facts and an investigation, the General Manager will provide a written decision to the grievant.

The General Manager's decision will be limited as follows:

- The decision shall neither add to, detract from, nor modify the language of the applicable MOU.
- The decision shall be confined to the precise issue(s) the grievance raised and that the grievant submitted.
- Any monetary award in favor of the grievant may not exceed wages or benefits that the grievant has lost due to the matters alleged in the grievance. In no event shall any grievance award include any other types of damages or attorneys' fees.

The General Manager may delegate non-involved managers or non-District employees to act on the District's behalf at any level of the grievance process. The findings and recommendations any such individual renders shall be advisory to the General Manager, who may accept, reject, or modify that individual's

recommendation, and who shall issue a determination within seven (7) business days.

Step 3: Appeal to Board of Directors

Suppose the grievance is not settled in Step 2, and the grievant desires to appeal. In that case, they shall submit their appeal in writing to the Board of Directors within seven (7) business days after the General Manager has given their decision. A hearing before the Board of Directors with the grievant's representative present if desired by the grievant shall be held at the next regular Board meeting.

The Board of Directors shall decide on the grievance in writing to the employee and the General Manager within fourteen (14) business days following the meeting. The Board of Directors' decision shall be final and binding.

Section 4: Additional Rules Applicable to The Grievance Procedure

Representation. Either the District or the grievant may be represented at any step of the grievance procedure by an individual of the party's choice.

Withdrawal. A grievant may withdraw any grievance at any time by giving written notice to the District representative who last took action on the grievance and by providing a copy of the notice to the Human Resources Manager.

Resolution. Suppose the grievant does not present the grievance to the next level within the time limits for each step. In that case, the grievance shall be considered resolved based on the response at the last level.

Waiver. The grievance is deemed waived by the grievant for all purposes if the grievant does not process the grievance within the time frames outlined in this grievance procedure.

Deemed Denied. Suppose the District does not respond to a grievance within the time frames set forth for each step. In that case, the grievant may elect to treat the grievance as denied and immediately appeal the grievance to the next step.

Written Agreement to Extend Time. In extenuating circumstances, the parties may mutually agree in writing to extend time at each step. The time extension will only be effective for the amount of the time extension agreed to in writing, and for the step it applies to as agreed in writing.

Grievance Meetings. Grievance meetings will be held during regularly scheduled work hours of the grievant and the individual to whom the grievance is presented unless otherwise mutually agreed.

Section 5: Non-Retaliation

No party to a grievance shall be subject to retaliation for utilizing the grievance procedure in good faith.



ARTICLE 14 DISCIPLINE PROCEDURE

California Water Code Section 71362 states that District employees serve at the pleasure of the General Manager. However, in prior Memorandums of Understanding ("MOU"), the Board of Directors provided for appeals of disciplinary actions in the MOU agreements. So, separate discipline procedures are provided for employees hired before and after July 1, 2017.

Employees Hired Before July 1, 2017

Disciplinary procedures for employees hired before July 1, 2017, are outlined in the Supplemental Memorandum of Understanding dated July 1, 2017.

Employees Hired After July 1, 2017

Disciplinary procedures and terminations pertaining to employees hired after July 1, 2017, are outlined in the Employee Handbook.

ARTICLE 15 SEVERANCE

Employees hired after July 1, 2017, shall be entitled to severance pay if the District terminates employment after one year of service has been completed. The amount of severance eligibility increases with years of service, as follows:

Length of Service	Severance Benefit
1 – 3 years	2 weeks' pay with 1 month of COBRA benefits
4 – 5 years	4 weeks' pay with 1 month of COBRA benefits
6 – 10 years	6 weeks' pay with 2 months of COBRA benefits
11 years or more	8 weeks' pay with 2 months of COBRA benefits

One week's pay shall be considered 40 hours at the employee's current base hourly rate, not including any overtime. The employee's right to receive the severance pay set forth above is conditioned upon the employee executing a release of claims against the District. However, no employee is entitled to any of the severance benefits provided in this Article if the employee's termination is due to egregious conduct including, but not limited to, assault, battery, harassment, reporting to work under the influence of drugs or alcohol, theft, embezzlement, or other illegal activity.

Employees who are involuntarily separated from employment who were hired before July 1, 2017, shall be entitled to two months of District paid COBRA benefits, conditioned upon the employee executing a release of claims against the District.

ARTICLE 16 MODIFICATIONS, WAIVER

No agreement, alteration, understanding, variation, waiver, or modification of any of the terms or provisions contained herein shall in any manner be binding upon the parties hereto unless made and executed in writing by all parties hereto and, if required, approved, and implemented by the District's Board of Directors. The waiver of any breach, term, or condition of the Memorandum of Understanding by either party shall not constitute a precedent in the future enforcement of all its terms and provisions.



ARTICLE 17 PROVISIONS OF LAW

This Memorandum of Understanding is subject to all current and future applicable federal, state, and local laws. If any part or provision of the Memorandum of Understanding is in conflict or inconsistent with such applicable provisions of federal, state, or local laws or regulations, or is otherwise held to be invalid or unenforceable by a tribunal of competent jurisdiction, such applicable law or regulations, the remainder of the Memorandum of Understanding shall not be affected thereby.

ARTICLE 18 DISTRICT RIGHTS

It is understood and agreed that the District possesses the sole right and authority to operate and direct the District's employees and its various departments in all aspects, including, but not limited to, all rights and authority exercised by the District before the execution of this agreement. These rights include, but are not limited to:

1. The right to determine its mission, policies, and to set forth all standards of service offered to the public;
2. To plan, direct, control, and determine the operations or services to be conducted by employees of the District;
3. To determine the methods, means, number of personnel needed to carry out the District's mission;
4. To direct the working forces;
5. To hire and assign or to transfer employees within the departments;
6. To promote, suspend, discipline or discharge;
7. To lay off or to relieve employees due to lack of work or funds or for other legitimate reasons;
8. To make, publish and enforce rules and regulations;
9. To introduce new or improved methods, equipment, or facilities;
10. To take any and all actions as may be necessary to carry out the mission of the District in situations of civil emergency as may be declared by the President of the Board of Directors or the General Manager; provided that no right enumerated herein shall be exercised or enforced in a manner contrary to or inconsistent with the provisions of this agreement.

The Board of Directors has the sole authority to determine the purpose and mission of the District and the amount of budget to be adopted thereto.



ARTICLE 19 ENTIRE AGREEMENT

The parties acknowledge that during the negotiations which resulted in this agreement, each had the unlimited right and opportunity to make demands and proposals concerning any subject or matter not removed by law from the area of collective bargaining. The parties met and conferred regarding disciplinary procedures. After the exercise of that right and opportunity, the parties' understanding, and agreements are outlined in this agreement. Concerning disciplinary procedures, this Agreement references and incorporates by that reference the Supplemental Memorandum of Understanding dated July 1, 2017, pertaining to disciplinary procedures for employees hired before July 1, 2017.

Therefore, the District and Association, for the duration of this agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively concerning any subject or matter referred to, or covered in this agreement, or concerning any subject or matter not explicitly referred to, or covered in this agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this agreement.

Approved by the Board of Directors of the Rainbow Municipal Water District on June 22, 2021.

RAINBOW MUNICIPAL WATER DISTRICT

RAINBOW ASSOCIATION OF SUPERVISORS
AND CONFIDENTIAL EMPLOYEES


Hayden Hamilton, Board President


Dawn Washburn, RASCE President

22/JUN/2021
Date

6-22-21
Date

